

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA,

Plaintiff,

Civil Action No.:

Hon:

vs.

VALERIA WILSON ,

Defendant.

GOODMAN & POESZAT, PLLC
Jeffrey G. Poeszat (P51370)
Attorneys for the United States of America
20300 West 12 Mile Road, Suite 201
Southfield, MI 48076
248/750-0500

COMPLAINT

The United States of America, Plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution, 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 19474 Ward St., Detroit, MI, 48235-1246.

The Debt

3. The debt owed to the United States of America is as follows:

A. Current principal balance:	\$1,620.08
B. Current capitalized interest balance and accrued interest:	\$982.73
C. Administrative Fee, Costs, Penalties:	\$0.00
D. Credits previously applied (Debtor payments, credits and offsets, Exhibit B):	\$
Total Owed	\$2,602.81

The Certificate of Indebtedness, attached as Exhibit B, shows the total owed excluding attorney's fees and Court costs and related charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 10% per annum from the date stated in Exhibit B. The promissory notes which are at issue are attached as Exhibit A, hereto.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, the United States of America prays for judgment:

A. For the sums set forth in Paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs, and service of process costs allowed by law, and post-judgment interest at the legal rate, pursuant to 28 U.S.C. § 1961.

B. For attorneys' fees and costs allowed by law or contract; and

C. For such other relief which the Court deems proper.

Respectfully submitted,

GOODMAN & POESZAT, PLLC

By: s/ Jeffrey G. Poeszat

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Fax No. 248/750-0508
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August 10, 2012

CDCS #: 2012A27618

**U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS #1 OF 1

VALERIA L WILSON
AKA: VALERIA WILSON, VALERIA KASSEM
19474 WARD ST
DETROIT, MI 48235-1246
Account No. XXX-XX-4532

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 08/17/11.

On or about 07/26/89, the borrower executed promissory note(s) to secure loan(s) of \$2,375.00 from FIRST AMERICA SAVINGS BANK, FSB DBA MAHELP, LONGMONT, CO. This loan was disbursed for \$2,375.00 on 12/22/89 at 10.00 percent interest per annum. The loan obligation was guaranteed by HIGHER EDUCATION ASSISTANCE FOUNDATION, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 10/20/98, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$3,195.80 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 10/09/07, assigned its right and title to the loan to the Department.

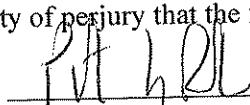
Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$	1,620.08
Interest:	\$	982.73
 Total debt as of 08/17/11:		 \$ 2,602.81

Interest accrues on the principal shown here at the rate of \$0.44 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 1/19/12



Loan Analyst
Litigation Support

Peter La Roche
Loan Analyst

HIGHER EDUCATION ASSISTANCE FOUNDATION
P.O. BOX 64107 • ST. PAUL, MN 55164-0107

After lender completes application,
mail HEAF copy only to this address.

HEAF USE ONLY

DRAWABLE

GUARANTEED
STUDENT LOAN
(GSL) APPLICATION/
PROMISSORY NOTE

DEC 11 1989

3-26D/689

SECTION A - TO BE COMPLETED BY BORROWER (PRINT IN INK - PRESS FIRMLY - OR TYPE)

1. NAME (NO Nicknames) **LAST** **FIRST** **M.I.** 2. SOCIAL SECURITY NUMBER **4532** 3. WHEN WERE YOU BORN? **NO** **DAY** **16** **YEAR** **62**
1. NAME (NO Nicknames) **LAST** **FIRST** **M.I.** 2. SOCIAL SECURITY NUMBER **4532** 3. WHEN WERE YOU BORN? **NO** **DAY** **16** **YEAR** **62**
4. PERMANENT ADDRESS **19474 WARD** 5. PERMANENT HOME PHONE **92352** 6. PERMANENT HOME PHONE **02813459832**
5. PERMANENT HOME PHONE **92352** 6. PERMANENT HOME PHONE **02813459832**

CITY **DETROIT**STATE **MICHIGAN** ZIP **48235**

6. U.S. CITIZENSHIP STATUS (CHECK 1 OR 2) **1 U.S. CITIZEN OR NATIONAL** **2 PERMANENT RESIDENT OR OTHER ELIGIBLE ALIEN** 7. PERMANENT RESIDENT OF WHICH STATE **MICH** 8. DRIVER LICENSE NUMBER (IF YOU DO NOT HAVE A LICENSE, PRINT "NONE" AND GO TO 9) **1234567890** 9. ADDRESS OF BORROWER WHILE IN SCHOOL (STREET, CITY, STATE, ZIP) **19474 WARD DET, MICH 48235**

10. PHONE AT SCHOOL ADDRESS **(313) 552-6600** 11. MAJOR COURSE OF STUDY SEE CODES IN INSTRUCTIONS IN APP BOOKLET **B** 12. LOAN AMOUNT REQUESTED **\$ 2375 00** 13. LOAN PERIOD FROM **1 19** TO **1 2 190** YR **1989** YR **1990**

14. HAVE YOU EVER DEFOLDED ON A GSL, SLS (ALAS), PLUS, PERKINS, CONSOLIDATED, OR INCOME CONTINGENT LOAN? **NO** 15a. DO YOU HAVE ANY PRIOR UNPAID GSL LOANS? **NO** 15b. IF YES, TOTAL UNPAID BALANCE OF GSL LOANS **\$**
15a. DO YOU HAVE ANY PRIOR UNPAID GSL LOANS? **NO** 15b. IF YES, TOTAL UNPAID BALANCE OF GSL LOANS **\$**
16. UNPAID PRINCIPAL BALANCE OF MOST RECENT PRIOR GSL **\$** 17. GRADE LEVEL OF MOST RECENT PRIOR GSL, SEE INSTRUCTIONS IN APP BOOKLET **1** 18. LOAN PERIOD START DATE OF MOST RECENT PRIOR GSL **1 1 1989** MO **1** DAY **1** YR **1989** 19. INTEREST RATE OF MOST RECENT PRIOR GSL **7%** **8%** **9%**

REFERENCES (YOU MUST PROVIDE THREE DIFFERENT NAMES, WITH DIFFERENT U.S. ADDRESSES AND PHONE NUMBERS)

20a. NAME JEAN MILLER STREET 19490 WARD CITY, STATE, ZIP DET, MI 48235 PHONE (313) 862-6850	20b. NAME Dorothy Wilson STREET 13427 Pembroke CITY, STATE, ZIP DET, MI 48235 PHONE (313) 863-1459	20c. NAME TAWANA LANGFORD STREET 24356 KENSSAER CITY, STATE, ZIP OAK PARK, MI 48237 PHONE (313) 542-1347
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NOTICE TO BORROWER: You agree that the lender identified in Section C is the lender you have chosen. You must read the additional Promissory Note terms and the Borrower's Certification on the reverse side before signing this Promissory Note. PROMISE TO PAY I promise to pay to the order of my lender the entire Loan Amount Requested shown above, to the extent that it is advanced to me, including the Guarantee Fee and the Origination Fee and Interest of the unpaid principal balance, subject to the terms and conditions described on the reverse side of this Promissory Note and to the terms and conditions contained in the Disclosure Statement that will be provided to me no later than the time of the first disbursement of this loan. I have read, I understand, and I agree to the Borrower's Certification on the reverse side of this Promissory Note. I will not sign it before reading all of its provisions, even if otherwise advised. I am entitled to a copy of this Promissory Note. By signing this Promissory Note I acknowledge that I have received an exact copy of it. I understand that this is a Promissory Note. I will not sign it before reading all of its provisions, even if otherwise advised. I am entitled to a copy of this Promissory Note. By signing this Promissory Note I acknowledge that I have received an exact copy of it.

21a. SIGNATURE OF BORROWER (APPLICATION CANNOT BE PROCESSED WITHOUT SIGNATURE) **X Valeria Wilson** 21b. DATE BORROWER SIGNED **7 26 89**

SECTION B - TO BE COMPLETED BY SCHOOL (BORROWER: DO NOT WRITE IN SECTIONS BELOW)
22. NAME OF SCHOOL **DETROIT Career Development Institute** 24. PHONE **(313) 552-6613** 25. SCHOOL CODE **008432**
26. SCHOOL BRANCH **00000**

23. ADDRESS (STREET, CITY, STATE, ZIP) **21700 Northwestern Hwy S-1401, Southfield, MI 48075** 30. ANTICIPATED GRADUATION DATE **2 28 1990** 31. STUDENT STATUS (CHECK ONE) **INDEPENDENT**
28. PERIOD LOAN WILL COVER FROM MO DAY YR TO NO DAY YR CORRESP. UNDERGRAD GRAD 32. ADJUSTED GROSS INCOME (AGI) **\$ 11850** 33. COST OF ATTENDANCE FOR LOAN PERIOD **\$ 705** 34. ESTIMATED FINANCIAL AID FOR LOAN PERIOD **\$ 2300** 35. EXPECTED FAMILY CONTRIBUTION (EFC) **\$ 1200** 36. DIFFERENCE (ITEM 33 LESS ITEMS 34 AND 35) OR LEGAL MAXIMUM **\$ 3537**

37. SUGGESTED DISBURSEMENT DATES 1ST DISB. **1 21 89** 2ND DISB. **1 22 89** 3RD DISB. **1 23 89** 38. DO SUGGESTED DISBURSEMENT DATES CORRESPOND TO SCHOOL TERMS? **YES** **NO** 39. WILL THE STUDENT ATTEND A FOREIGN SCHOOL? **NO** 40. SCHOOL USE ONLY

41a. SIGNATURE OF SCHOOL OFFICIAL **X Liddie Kennedy** 41b. DATE **9-2-89** 41c. PRINT NAME AND TITLE **Liddie Kennedy / Manager of Administration**
41a. SIGNATURE OF SCHOOL OFFICIAL **X Liddie Kennedy** 41b. DATE **9-2-89** 41c. PRINT NAME AND TITLE **Liddie Kennedy / Manager of Administration**

42. NAME **FIRST AMERICA SAVINGS BANK, FSB** 44. LENDER CODE 48. LOAN DISBURSEMENTS MO DAY YR AMOUNT
43. ADDF **P. O. BOX 520** 400 LASHLEY #120 45. BRANCH CODE 49. DATE SIGNED **12 13 89** 50. AMOUNT
43. ADDF **LONGMONT, CO 80501** 46. 51. AMOUNT
43. ADDF **303/678-5222** 47. 52. AMOUNT
43. ADDF **LENDER ID: B30374** 48. TOTAL LOAN AMOUNT APPROVED **\$.00**

50. IS THIS AN UNSUBSIDIZED LOAN? **NO** 51. LENDER ACCOUNT NUMBER 52. LENDER USE ONLY 49. DATE SIGNED **12 13 89** 50. AMOUNT
53. SIGNATURE OF LENDING OFFICIAL **X Valeria Wilson** 54. PRINT NAME AND TITLE **Valeria Wilson** 51. AMOUNT
53. SIGNATURE OF LENDING OFFICIAL **X Valeria Wilson** 54. PRINT NAME AND TITLE **Valeria Wilson** 52. AMOUNT

55. PHOMASSORY NOTE STATUS 56. DATE SIGNED **12 13 89** 57. AMOUNT

GSL PROMISSORY NOTE**A. PROMISE TO PAY**

The Interes^t, Guaranteed Fee, and Origination Fee rates and terms (mentioned in the Promise to Pay on the front of this application/promissory note) are:

INTEREST

1) I agree to pay an amount equivalent to simple interest (as specified in (4)) on the unpaid principal balance from the date of disbursement until the entire principal sum and accrued interest are paid in full.

2) However, the U.S. Secretary of Education ("I") loan prior to repayment status and during any such payments made on my behalf under the Program ("GSLP"). In the event that the Interes^t the lender nor other holder of this Note may at all choose to pay this interest myself.

3) Once the repayment status begins I will be on this loan except that if the interest accruing by the Secretary, the Secretary will pay under DEFERMENT in this Promissory Note.

4) The interest rate will be determined according a. If I have an outstanding Guaranteed Student loan prior to repayment status and during any such payments made on my behalf under the Program ("GSLP"). In the event that the Interes^t the lender nor other holder of this Note may at all choose to pay this interest myself.

5) The applicable interest rate will be the same as the a. If I have an outstanding Guaranteed Student loan prior to repayment status and during any such payments made on my behalf under the Program ("GSLP"). In the event that the Interes^t the lender nor other holder of this Note may at all choose to pay this interest myself.

6) I may also receive rebates of interest, if any, when the applicable interest rate is 10%.

7) The lender or other holder of this note may balance (capitalization) of the loan in accord the Higher Education Assistance Foundation I understand that if I am eligible for federal aid (a) during the period I am in school on at least in Section D below, and (c) during the time at P below.

GUARANTEE FEE

8) HEAF may charge a fee to guarantee my applicable regulations and HEAF policy and deducted proportionately from each disburse refund except for the amount attributable to a the lender's option, be applied to my loan balanc will show the actual guarantee fee char

9) The Origination Fee will be deducted from federal law and will be reflected on my disburse rate, on disbursed amounts, if the loan is not check is not cashed within 120 days of disburse

B. DISCLOSURE OF LOAN INF

I understand that before I receive my first statement that identifies all the terms of my li

C. GENERAL

I understand that the lender has applied for guarantee coverage of this loan through HEAF and because of this, the loan is subject to, and the terms of this Promissory Note will be interpreted in accordance with Title IV Part B of the Higher Education Act of 1965, as amended, ("the Act"), federal regulations adopted under the Act, and the Rules and Regulations of HEAF. To the extent not governed by federal law, this Note shall be governed by the laws of the jurisdiction in which the lender is located.

D. REPAYMENT

I will repay this loan in periodic installments during a repayment period that will begin no later than the end of my grace period.

However, during the grace period I may request that the repayment period begin earlier. The grace period begins when I cease to carry at least one-half the normal academic workload at a school that is participating in the Guaranteed Student Loan Program (GSLP).

1) I will repay this loan over a repayment period that generally lasts at least 5 years but no more than 10 years. However, the following exceptions to these rules apply

a. If, during the grace period, I request a shorter repayment period, the lender may grant me a shorter period. In that event, I may later choose to have the repayment period extended to 5 years. b. The lender may require a repayment period shorter than 5 years if this is necessary to ensure that during each year of the repayment period (— or, if both my spouse and I have GSL, PLUS or SLS program loans outstanding, we — pay toward principal and interest at least \$600 of the unpaid principal of all such loans [plus interest])

c. If I qualify for postponement of my payments during any period described under Deferment in this Note, or if the lender grants "forbearance", as allowed by the Act, those periods will not be included in the 5- and 10-year periods mentioned above.

2) I must contact the lender prior to expiration of my grace period to negotiate the terms of repayment. If I neglect to do so, I hereby authorize the lender to establish repayment terms within the guidelines set forth in Paragraph 1 of this Section, without my further approval; however, the lender must inform me of these terms in writing at the latest address that I have provided to the lender.

3) The particular terms and conditions of repayment that apply to this loan will be set forth in a separate document that the lender will provide to me before the repayment period begins.

4) My obligation to repay this loan shall be cancelled if I become totally and permanently disabled or die.

E. PREPAYMENT

At my option and without penalty, I may prepay all or any part of the unpaid principal balance of this Note. In the event of prepayment, I will be entitled to a refund of any unearned interest that I have paid. The amount of any such rebate will be computed by the same method by which interest payments were computed.

F. DEFERMENT

I understand that in certain instances authorized by the Act the payments I am required to make, as described under Repayment in this Note, may be deferred. The instances currently authorized by the Act are described under "Deferment" in the HEAF 2009 "On Information booklet". To the extent such deferral I agree to comply with the relevant regulations, rules and the Rules and Regulations of the HEAF including, without limitation, submission of required forms to the lender.

G. FORBEARANCE

If I am unable to repay this loan in accordance with the terms established under Repayment in this Note, I understand that such modification would be made with the Act, federal regulations adopted by HEAF I understand that a modification of repayment (as described in this Note) and that during interest which the lender may (a) collect from place of this loan

**ASSIGNMENT OF PROMISSORY NOTE
AFFIX TO BACK OF PROMISSORY NOTE**

Pay to the order of NSLP, Nebraska Student Loan Program, Inc. without recourse, provided, however, notwithstanding this endorsement without

1. Warrants that:

a) no defense of any party against the undersigned; and
b) the undersigned is in compliance with the terms of that certain Lender ("Lender Agreement") between it and NSLP, in accordance with which payment of the indebtedness evidenced by this instrument was guaranteed by NSLP.

c) warrants that to the extent it has knowledge of any insolvency proceeding it has disclosed the same to NSLP.

2. Acknowledges:

a) upon payment in full by NSLP of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, NSLP will have discharged all of its obligations to the undersigned arising out of said Lender Agreement; and

b) notwithstanding payment by NSLP of the undersigned's claim and acceptance by NSLP of transfer of this instrument in consideration thereof, NSLP has not waived any rights that it may have against the undersigned pursuant to the terms of the aforesaid Lender Agreement.

Pat Fulmer

9/11/98 AF
100-75-1998

SIGNATURE

PAT FULMER

DATE

NAME

CLMS PROCESSOR

TITLE

8908APN01

I, the undersigned, certify that the information contained in my application for the loan is true and accurate to the best of my knowledge and belief and is made in good faith. I take my loan check(s) fully payable to the lender and my school. This may significantly and adversely affect my guarantor/agency/must notify me at least 30 days prior to release to credit bureaus. Credit bureaus may release to credit bureaus. The lender must provide me with a response to regard to collections I might raise with that organization information reported about me.

I, the United States of America, that the following information contained in my application for the loan is true and accurate to the best of my knowledge and belief and is made in good faith. I take my loan check(s) fully payable to the lender and my school. I hereby authorize the school to pay to the lender any refund which may be due me up to the amount of this loan. I further authorize any educational institution that I may attend or HEAF to release to the lending institution, subsequent holder, or their agents, any requested information pertinent to this loan (e.g., employment, enrollment status, prior loan history, etc., etc.). I also authorize the lender, subsequent holder, their agent, the educational institution or HEAF to make inquiries to or respond to inquiries from my parents, or prior or subsequent lenders or holders, with respect to my loan application and related documents. I also authorize the lender, subsequent holder, their agent or HEAF to release information and make inquiries to the persons I have listed in my loan application as references, for the purpose of learning my current address and telephone number. I certify that the proceeds of this loan will be used for educational purposes for the academic period stated on my loan application at the educational institution named on the application. I understand I am responsible for repaying any funds I receive that cannot reasonably be attributed to meeting my educational expenses related to attendance at that institution for the loan period stated. I certify that I am a borrower eligible for participation in the GSL program and that I do not owe a refund to any Title IV aid program. I certify that if I am eligible to apply for a Pell Grant, that I have done so or that I have requested my institution to estimate my eligibility for a Pell Grant. I further certify I have read the materials explaining the federal guaranteed student loan program which have been provided to me and that I understand my responsibilities and my rights under that program.

SCHOOL CERTIFICATION

I hereby certify that the student named in Section A of this application is accepted for enrollment or is enrolled as at least a half-time student, and is making satisfactory progress in a program determined to be eligible for this loan program. I further certify that the student has been determined by this institution, under the regulations applicable to this loan program, to be eligible for the loan applied for. I further certify that based upon records available at this institution and due inquiry of the student, the student has satisfied the requirements under the Selective Service Act necessary to receive financial aid, is not in default on any loan made under any Title IV student assistance program identified in 34 CFR Part 668, and is not able to repay refund of any grant made under any student assistance program identified in 34 CFR Part 669. I further certify that this institution will comply with all applicable provisions of federal law and the rules, regulations, policies and procedures of HEAF in the administration of this loan. The information provided in Sections A and B and this School Certification is true, complete, and correct to the best of my knowledge and belief.